

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Jose S. Sanchez Jr. <u>Debtor</u>	CHAPTER 13
THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK as successor in interest to JP Morgan Chase Bank, N.A. as Trustee for Nationstar Home Equity Loan Trust 2006-B <u>Movant</u>	NO. 15-17344 MDC
vs.	
Jose S. Sanchez Jr. <u>Debtor</u>	11 U.S.C. Section 362
William C. Miller Esq. <u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$4,795.64, which breaks down as follows:

Post-Petition Payments:	October 2016 at \$1,316.55 and November 2016 through December 2016 at \$1,324.98 each
Suspense Balance:	\$196.87
Fees & Costs Relating to Motion:	\$1026.00
Total Post-Petition Arrears	\$4,795.64

2. The Debtor shall cure said arrearages in the following manner:

a). Beginning January 2016 and continuing through June 2016, until the arrearages are cured, Debtor shall pay the present regular monthly payment of \$1,324.98 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$799.27 towards the arrearages on or before the last day of each month at the address below;

Nationstar Mortgage, LLC
Attn: Bankruptcy Department
P.O. BOX 619094
Dallas, TX 75261
877-343-5602

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Debtor applied for a loan modification.

4. Debtor has been approved for a trial period plan ("TPP") with payments due on 11/1/2016, 12/1/2016 and 1/1/2017.

5. Debtor shall continue to make payments according to the TPP until such time as a decision is made by the secured creditor whether to offer or deny a permanent loan modification.

6. In the event a permanent loan modification is not offered to Debtor, Debtor will have six months to cure any arrears.

7. Should debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

8. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.

9. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

10. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.

11. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.


12. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

13. The parties agree that a facsimile signature shall be considered an original signature.

Date: December 2, 2016


By: /s/ Thomas L. Puleo, Esquire
Thomas L. Puleo, Esquire
Attorneys for Movant
KML Law Group, P.C.
Main Number: (215) 627-1322

Date: 12/5/16


Brad J. Sadek Esq.
Attorney for Debtor

1/26/17
No Objection:
Magdelina D. Coleman
TRUSTEE
***without prejudice to any trustee rights or remedies**

Approved by the Court this 3rd day of February, 2017. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge
Magdelina D. Coleman